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contract of sale required shipment of engine "at once," shipment as soon as railway company furnished a car and within two days was sufficient.

[Ed. Note.—For other cases, see Sales, Cent. Dig. § 219.* 12 Va.-W. Va. Enc. Dig. 24.]

For other definitions, see Words and Phrases; First and Second Series, At Once.]

Error to Law and Chancery Court of City of Norfolk

Action by L. F. Hobbs against Louis Lawson. Judgment for plaintiff, and defendant brings error. Affirmed.

R. W. Tomlin, of Norfolk, for plaintiff in error.

Henry Bowden, of Norfolk, for defendant in error.

MOTLEY *v.* HODGES.

March 15, 1917.

[91 S. E. 757.]

1. Vendor and Purchaser (§ 343 (2)*)—Remedies of Purchaser—Sale by Acre—Deficiency.—In cases of sale of land by the acre, a court of equity holds the vendor liable for any deficiency on the ground of mistake.

[Ed. Note.—For other cases, see Vendor and Purchaser, Cent. Dig. § 1024.* 4 Va.-W. Va. Enc. Dig. 415.]

2. Mortgages (§ 372 (1)*)—Sale under Deed of Trusts—Deficiency in Acreage.—The purchaser at a sale by a trustee in a deed of trust on land to secure debts cannot recover in equity against the beneficiary and the trustee for a deficiency in acreage on the ground of mistake; the principle of caveat emptor applying.

[Ed. Note.—For other cases, see Mortgages, Cent. Dig. § 1102.* 10 Va.-W. Va. Enc. Dig. 101.]

Sims, J., dissenting.

Appeal from Circuit Court, Pittsylvania County.

Suit by W. L. Hodges against John J. Motley and James L. Tredway, trustee. From a decree for plaintiff against Motley, he appeals. Decree reversed.

Jas. L. Tredway, of Chatham, and *S. A. Anderson*, of Richmond, for appellant.

Clement & Clement, of Chatham, for appellee.

*For other cases see same topic and KEY-NUMBER in all Key-Numbered Digests and Indexes.